

1 application was docketed by the Commission as PUC Docket CP 15;  
2 and  
3

4 WHEREAS ELI, MFS, MCI Metro, and other parties in the three  
5 above-mentioned application proceedings desire to facilitate and  
6 expedite the resolution of these proceedings; and  
7

8 WHEREAS the undersigned parties have engaged in settlement  
9 discussions and negotiations, and have reached agreement on some  
10 of the issues which have been raised in these proceedings,  
11

12 NOW, THEREFORE, in consideration of the resolution of the  
13 following issues, and for other good and valuable consideration,  
14 the undersigned parties hereby stipulate and agree as follows:  
15

16 1. Issue IV(e)(2): (a) GTE agrees to offer to the applicants  
17 the following directory listings of the applicants and their  
18 customers in GTE directories on a non-discriminatory basis and on  
19 the same terms and conditions, other than price, as it offers the  
20 services to other LECs in Oregon:

- 21 A. Yellow Pages ads;
  - 22 B. Basic Yellow Pages listings;
  - 23 C. White Pages Information pages;
  - 24 D. Directory distribution.
- 25  
26

1 (b) USWC and GTE agree to offer the following ancillary  
2 services to the applicants on a non-discriminatory basis and on  
3 the same terms and conditions, other than price, as they (USWC,  
4 GTE) would offer the services to other LECs in Oregon:

5

6 A. White Pages Custom and Customer listings.

7 (If these services are to be purchased from U S WEST  
8 Direct or GTE Directories, the applicants may, at their  
9 option, negotiate and contract directly with them.)

10

11 B. Directory Assistance. Inclusion of the  
12 applicants' customers' listings in the LECs'  
13 Directory Assistance Databases. Providing to the  
14 applicants on line access to Directory assistance  
15 database listings.

16

17 C. IntraLATA Directory Assistance Operator Service.  
18 Provision of local Directory Assistance Operator  
19 Services.

20

21 D. 9-1-1 service (Good faith agreement by LECs and  
22 the applicants to negotiate the use of LEC  
23 standard procedures, obligations, arrangements and  
24 delivery of 9-1-1 calls originated by the  
25 applicants' customers.)

26

1) Each applicant shall deliver from its switch its customer's voice and dialable Automatic Number Identification ("ANI") telephone number to the correct 9-1-1 Controlling Office so the lead 9-1-1 LEC can deliver the 9-1-1 call to the correct Public Safety Answering Point (PSAP).

2) Each applicant shall work with each 9-1-1 district and lead 9-1-1 LEC to develop database comparison procedures to match the applicant's customer addresses to the 9-1-1 district's Master Street Address Guide in order to obtain the correct Emergency service Number ("ESN") for each address. The LECs shall provide provide each applicant with a copy of the Master Street Address Guide. Each applicant shall provide the lead 9-1-1 LEC with daily updates of new customers, moves, and changes with the corresponding correct ESN for each.

3) Database updating: Each lead 9-1-1 LEC shall provide each applicant with an electronic method of providing the applicant's customer record information to the lead 9-1-1 LEC's Automatic Location identification ("ALI") database

1 management system so that all the applicant's ALI  
2 records can be updated on a daily basis.

3  
4 E. Facilitate access to Centralized Message  
5 Distribution System ("CMDS") for facilitating  
6 collect and third party billing.

7  
8 F. Busy Line Verification/Interrupt.

9  
10 G. Mutual Repair Referral. (The applicants and LECs  
11 shall provide repair referral services subject to  
12 mutual agreement and working out the technical and  
13 administrative details.)  
14

15 2. All attachments to this Stipulation are, by this  
16 reference, incorporated herein.  
17

18 3. If any dispute concerning interpretation of this  
19 Stipulation, or compliance therewith, arises, any party to this  
20 Stipulation may petition the Commission to commence a proceeding  
21 to resolve the dispute. The Commission shall resolve the dispute  
22 in a way that is consistent with the intent of the Stipulation as  
23 manifested herein, and in accordance with the provisions of  
24 ORS 759.050.  
25  
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1           4. The parties recommend that the Commission adopt this  
2 Stipulation in its entirety. The parties have negotiated this  
3 Stipulation as an integrated document. Accordingly, if the  
4 Commission rejects all or any material part of this Stipulation,  
5 or materially amends this Stipulation, each party reserves the  
6 right to withdraw from the Stipulation, upon written notice to  
7 the Commission and other parties within fifteen (15) days of  
8 rejection, except as otherwise provided herein.

9  
10           5. The parties agree that this Stipulation in no manner  
11 binds the Commission in ruling in these three application  
12 dockets. The Stipulation in no manner restricts the Commission's  
13 exercise of its discretion in these three application proceedings  
14 or in any other proceeding. The parties understand and agree  
15 that this Stipulation establishes interim arrangements for local  
16 exchange competition under ORS 759.050 and that, in light of new  
17 and continuing developments in communications industries, the  
18 arrangements may be changed by the Commission in the future, such  
19 as in pending and future Commission dockets and proceedings  
20 (e.g., UM 351, UM 731, UT 119).

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ORDER NO. **96-021**

**APPENDIX D**

**CP 1, 14, 15**

**PARTIAL STIPULATION**

<b>CARRIER</b>	<b>PARTY SIGNATURE</b>	<b>COMMENTS</b>
<b>AT&amp;T</b>	Susan Proctor	
<b>Electric Lightwave, Inc.</b>	Ellen S Deutsch	
<b>GTE-Northwest</b>	Richard Potter	<b>Does not agree to Section 1 (Line 1, pg 4 excludes GTE)</b>
<b>MCImetro Access Transmission Services</b>		<b>Declines to Sign (Beth Kaye)</b>
<b>MFS Intelenet of Oregon Inc</b>	Robert Berger	
<b>OCTA</b>	Sara Siegler-Miller	
<b>Oregon Exchange Carriers</b>	Robert R Hollis	
<b>Oregon Independent Telephone Association</b>		<b>Letter/No opposition (Michael Morgan)</b>
<b>Sprint Communications</b>	Lisa Lehtonen	
<b>Teleport Communications Group, Inc.</b>	Mark Trinchero	
<b>U S WEST Communications</b>	Molly Hastings	<b>Adds USWC to issues 1,2,3, lines 2, 8, 13, 19, page 4</b>

1 BEFORE THE PUBLIC UTILITY COMMISSION

2

3 OF OREGON

4

5 CP 1, CP 14, CP 15

6

7 In the Matter of the Application )

8 of Electric Lightwave, Inc., for )

9 a Certificate of Authority to )

10 provide Local Exchange )

11 Telecommunications Services in )

12 Oregon. (CP 1) )

PARTIAL

13

STIPULATION

14

15 In the Matter of the Application )

16 of MFS Intelenet of Oregon, )

17 Inc., for a Certificate of )

18 Authority to provide Local )

19 Exchange Telecommunications )

20 Services in Oregon. (CP 14) )

21

22 In the Matter of the Application )

23 of MCI Metro Access Transmission )

24 Services, Inc., for a )

25 Certificate of Authority to )

26 provide Local Exchange )

**96-021**

1 Telecommunications Services in )

2 Oregon. (CP 15) )

3

4 WHEREAS, on November 14, 1994, Electric Lightwave, Inc.  
5 ("ELI"), filed an application (copy attached hereto as  
6 "Attachment A") with the Public Utility Commission of Oregon  
7 ("PUC" or "Commission") under ORS 759.020 for authority to  
8 provide local exchange telecommunications services within several  
9 Portland metropolitan area exchanges currently served by U S WEST  
10 Communications, Inc. ("USWC"), and GTE Northwest, Inc. ("GTE"),  
11 which application was docketed by the Commission as PUC Docket  
12 CP 1; and

13

14 WHEREAS, on December 14, 1994, MFS Intelenet of Oregon,  
15 Inc. ("MFS"), filed an application (copy attached hereto as  
16 "Attachment B") with the PUC under ORS 759.020 for authority to  
17 provide local exchange telecommunications services within several  
18 Portland metropolitan area exchanges currently served by USWC and  
19 GTE, which application was docketed by the Commission as PUC  
20 Docket CP 14; and

21

22 WHEREAS, on December 20, 1994, MCI Metro Access  
23 Transmission Services, Inc. ("MCI Metro"), filed an application  
24 (copy attached hereto as "Attachment C") with the PUC under  
25 ORS 759.020 for authority to provide local exchange  
26 telecommunications services within several Portland metropolitan



1 area exchanges currently served by USWC and GTE, which  
2 application was docketed by the Commission as PUC Docket CP 15;  
3 and  
4

5 WHEREAS ELI, MFS, and other parties in the three  
6 above-mentioned application proceedings desire to facilitate and  
7 expedite the resolution of these proceedings; and  
8

9 WHEREAS the undersigned parties have engaged in settlement  
10 discussions and negotiations, and have reached agreement on some  
11 of the issues which have been raised in these proceedings,  
12

13 NOW, THEREFORE, in consideration of the resolution of the  
14 following issues, and for other good and valuable consideration,  
15 the undersigned parties hereby stipulate and agree as follows:  
16

17 1. Considering the factors in ORS 759.050(2)(a)(A)-(C), it  
18 is, on balance, in the public interest to grant the applications  
19 of ELI, MFS and MCI Metro in PUC Dockets CP 1, CP 14 and CP 15,  
20 respectively, for authority to provide local exchange  
21 telecommunications services as competitive telecommunications  
22 providers. Therefore, the parties recommend that the Commission  
23 grant the three applications. The local telephone exchanges  
24 encompassed by the three applications should be designated as  
25 competitive zones pursuant to ORS 759.050(2)(b).  
26

1 Agree: MFS, ELI, AT&T, Sprint, TCG, OCTA,

OECA

2 No opposition: OITA, USWC

3 2. Issue IV(a): The Commission should authorize

4 applicants ELI, MFS and MCI Metro to provide service within the

5 entire geographic areas designated in their respective

6 applications.

7 Agree: MFS, ELI, AT&T, Sprint, TCG, OCTA, USWC,

OECA, GTE

8 No Opposition: OITA

9 The Commission should acknowledge the concerns of local

10 exchange carriers USWC and GTE (collectively, "the LECs") that

11 they and the applicants do not have an equal obligation to serve

12 customers.

13 Agree: MFS, ELI, AT&T, Sprint, TCG, OCTA, OECA, GTE

14 No opposition: OITA

15

16 3. Issue IV(d): (a) Applicants ELI and MFS and

17 the LECs, agree to terminate all intrastate traffic originating

18 on one another's network.

19 Agree: MFS, ELI, AT&T, Sprint, TCG, OCTA, USWC, and GTE

20 No opposition: OITA, OECA

21

22 The applicants agree to contribute to the Oregon Customer

23 Access Fund and to comply with provisions of the Oregon Customer

24 Access Plan to the extent described in "Attachment D" to this

25 Partial Stipulation. (The OCAF rate, effective July 1, 1995,

26

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1 will be .397 cents per minute on intrastate terminating carrier  
2 common line access minutes or their equivalent.)

3 Agree: MFS, ELI, AT&T, Sprint, TCG, OECA, GTE, USWC

4 No opposition: OITA

5

6

7 4. Issue IV(j): The Commission should open a docket no  
8 later than January 31, 1996, to consider and resolve the issue of  
9 permanent number portability. In the meantime, the applicants,  
10 Oregon Exchange Carrier Association, USWC and GTE and other  
11 interested parties shall develop a working group to evaluate the  
12 progress and results of number portability trials in other  
13 states.

14 Agree: OECA, MFS, ELI, Sprint, AT&T, OCTA, TCG, GTE

15 No opposition: OITA

16

17 5. The following issues shall be addressed by the parties  
18 and Commission in other PUC dockets. The parties will not object  
19 to intervention in these dockets by other parties to this partial  
20 stipulation, so long as the new intervenors participate subject  
21 to the Commission rules on intervention.

22 Agree: MFS, ELI, Sprint, AT&T, OCTA, TCG, GTE, USWC

23 No opposition: OITA, OECA

24 (a) Network Access Channel unbundling ("NAC") prices,  
25 terms and conditions (PUC Docket UM 351);

26 Agree: MFS, ELI, Sprint, AT&T, OCTA, TCG, GTE, USWC

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1 No opposition: OITA, OECA

2

3 (b) Line Side interconnection prices, terms and conditions

4 (PUC Docket UM 351);

5 Agree: MFS, ELI, Sprint, AT&T, OCTA, TCG, GTE, USWC

6 No opposition: OITA, OECA

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8

9 (c) Virtual/Physical collocation prices, terms and

10 conditions (PUC Dockets UT 119 and UM 351); and

11 Agree: MFS, ELI, Sprint, AT&T, OCTA, TCG, GTE, USWC

12 No opposition: OITA, OECA

13

14

15 (d) Universal Service charges, obligations, and funding

16 responsibility and eligibility (PUC Docket UM 731).

17 Agree: MFS, ELI, Sprint, AT&T, OCTA, TCG, GTE

18 No opposition: OITA, OECA

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21

22 6. All attachments to this Partial Stipulation are, by

23 this reference, incorporated herein.

24

25 7. If any dispute concerning interpretation of this

26 Partial Stipulation, or compliance therewith, arises, any party

1 to this Partial Stipulation may petition the Commission to  
2 commence a proceeding to resolve the dispute. The Commission  
3 shall resolve the dispute in a way that is consistent with the  
4 intent of the Partial Stipulation as manifested herein, and in  
5 accordance with the provisions of ORS 759.050.

6

7 8. This document represents a partial stipulation by the  
8 parties to the proceeding. The signatories to the particular  
9 provisions suggest the Commission adopt the provisions of the  
10 partial stipulation that they have agreed to. Nevertheless the  
11 parties retain the right to submit all prefiled evidence on these  
12 issues and to make all arguments supporting their respective  
13 positions.

14

15

16 9. The parties agree that this Partial Stipulation in no  
17 manner binds the Commission in ruling in these three application  
18 dockets. The Partial Stipulation in no manner restricts the  
19 Commission's exercise of its discretion in these three  
20 application proceedings or in any other proceeding. The parties  
21 understand and agree that this Partial Stipulation establishes  
22 interim arrangements for local exchange competition under ORS  
23 759.050 and that, in light of new and continuing developments in  
24 communications industries, the arrangements may be changed by the  
25 Commission in the future, such as in pending and future

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1 Commission dockets and proceedings (e.g., UM 351, UM 731, UT  
2 119).  
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## Glossary

ADSRC	Average Direct and Shared Residual Cost
AEC	Alternative Exchange Carrier
ALI	Automatic Location Identification
ASIC	Average Service Incremental Cost (ADSRC minus Shared Residual Cost)
BOC	Bell Operating Company, e.g., USWC
CCF	Cocarrier Call Forwarding
CCL	Carrier Common Line
CLASS	Custom Local Area Signaling Services
cpm	cents per minute
COLR	Carrier of Last Resort
DNRI	Directory Number Route Indexing
DS1	A type of high-speed private line service, transmitting at 1.544 megabytes per second, the equivalent capacity required to provide 24 voice grade equivalent channels
DS3	Another high-speed private line service, transmitting at 44.736 megabytes per second, the equivalent capacity required to provide 672 voice paths or 28 DS1s
DSS	Digital Switched Services
EAS	Extended Area Service
ESN	Emergency Service Number
ILEC	Independent Local Exchange Carrier
ISDN	Integrated Services Digital Network
I-USC	Interim Universal Service Charge
IXC	Interexchange Carrier
LEC	Local Exchange Company
LTR	Local Transport Restructure
NAC	Network Access Channel
NPA	(Telephone) Numbering Plan Area codes
NXX	Geographic number prefixes assigned to carriers
OCAF	Oregon Customer Access Fund
OCAP	Oregon Customer Access Plan
OUSF	Oregon Universal Service Fund
PBX	Private Branch Exchange
PIU	Percentage of Interstate Usage
PLU	Percentage of Local Usage
PSAP	Public Safety Answering Point
RCC	Radio Common Carrier
RCF	Remote Call Forwarding
SS7	Signalling System Seven
STS	Shared Telecommunications Service
TSLRIC	Total Service Long Run Incremental Cost (sum of service specific volume sensitive costs plus the service specific volume insensitive costs)

**Attachment B**  
**SERVICE QUALITY STANDARDS**  
*developed by the*  
**U S WEST REGIONAL OVERSIGHT COMMITTEE**  
**SERVICE QUALITY SUBCOMMITTEE**  
**October 1995**

***INTRODUCTION***

As recently as five years ago, most urban and rural U S WEST customers received good service. However, as early as 1990-91, many commissions in the states served by U S WEST began to notice changes in service quality. By 1992 and accelerating over the next several years, customers in every state served by U S WEST experienced dramatically deteriorating service.

The Regional Oversight Committee (ROC) has worked closely with U S WEST to address customer service issues. ROC acknowledges the improvements U S WEST has made in response. However, grave problems persist. U S WEST has publicly admitted its service performance is poor and that the re-engineering programs which were supposed to improve service were unsuccessful. Now, the company requests several years more to correct service quality problems. This is unacceptable.

The ROC service standards are the result of an intensive and extensive review of service quality issues. They were developed through broad consultation with the 14 states served by U S WEST and after considering standards and service levels across the nation. U S WEST's internal "Basic Service Measurements" (BSM) were specifically considered. On balance, the BSMs would provide an inferior level of service compared to the ROC standards. Further, U S WEST is unwilling to commit to achieving even its BSM levels.

The ROC standards provide customers a level of service consistent with technical capabilities in the telephone industry and are achievable in light of past U S WEST and current industry performance. They provide U S WEST a uniform measurement, something the company has long requested.

ROC does not have power to act for its member commissions. ROC *does* strongly encourage each state commission to promptly undertake a rulemaking or other proceeding appropriate to implement the ROC standards. ROC also expects U S WEST, its employees and agents to adopt the standards



as their own set of internal measurements. Finally, ROC rejects any further delay by U S WEST in providing adequate service.

The ROC would like to note that the proposed standards that follow are viewed as minimum levels of service that should be provided by U S WEST and are not intended to preclude any state from imposing more stringent standards.

---

Bob Rowe, Commissioner

Montana Public Service Commission

Chair, ROC Service Quality Subcommittee

---

Joan Smith, Commissioner

Oregon Public Utility Commission

Chair, Regional Oversight Committee

**DEFINITIONS**

**Answer** - occurs when a company representative is ready to assist the customer or is ready to accept information necessary to process the call. An acknowledgment that the customer is waiting on the line (for example, "please hold") is not an answer.

**Held order** - an order for installation of primary, secondary, or regraded residential or business service not completed due to a lack of network facilities within the two business-day standard or the customer-requested date whichever is later. Business days are Monday through Friday, excluding holidays.

**Out-of-service trouble report** - occurs when a customer reports no dial tone, or an inability to make calls, or to receive calls, or that service quality has deteriorated to such an extent that normal conversation on the line is not possible.

**PROVISIONING**

The company will complete 90 percent of customers' orders for installation of service in each wire center each month within two business days of the date the order was taken. The percentage need not include orders from customers who prefer that service be installed later than two business days. For purposes of measuring this standard, service installation orders include orders for new or transferred residential or business service or additional lines but do not include change orders and/or requests for features to be added to existing service.

The average number of held orders will not exceed (state-specific number) on average per month, or (state-specific number) percent of working access lines on average per month, whichever is less. Held order totals will include orders for primary, additional, and regraded service. The held date reverts back to the date the order was taken.

The company will provide each customer who requests service installation with a commitment time by which the service installation will be completed. For primary service, the company will meet at least

95 percent of these commitments in each wire center each month. For additional lines, the company will meet at least 85 percent of these commitments in each wire center each month.

Once a request for service becomes a held order, commitments to fill the order must be made in writing to the customer.

### ***REPAIR***

The rate of customer trouble reports for trouble on the company side of the demarcation point will not exceed 2 per 100 access lines per month per wire center.

The company will clear 90 percent of all out-of-service trouble reports within 24 hours in each wire center each month and will clear 95 percent of all out-of-service trouble reports in each wire center within 48 hours each month.

The company will provide each customer who makes a network trouble report with a commitment time by which the repair will be completed. The company will meet at least 95 percent of these commitments in each wire center each month. At least 90 percent of the time, the company must offer non-out-of-service repair commitments of same day on repair calls received by 1 p.m., and next day on calls received after 1 p.m.

### ***ACCESS***

**Repair** - 85 percent of calls to the company's repair service each month will be answered within 20 seconds after the customer makes a selection from the initial voice-response unit menu and 95 percent will be answered within 60 seconds after the customer makes a selection from the initial voice-response unit menu. No more than 1% of calls to the repair service shall reach a busy signal.

**Business office** - 85 percent of calls to the company's business offices each month will be answered within 20 seconds after the customer makes a selection from the initial voice-response unit menu and 95 percent will be answered within 60 seconds after the customer makes a selection from the initial voice-response unit menu. No more than 1% of calls to the business office shall reach a busy signal..

### ***REPEAT OCCURRENCES***

Each occurrence of network-related trouble on the same line within 12 months will be reported to the commission as "multiple occurrences." For each multiple occurrence, the company will report the customer name, address, phone number, date and nature of the trouble and corrective action taken. The company shall provide priority repair to customers who have reported multiple occurrences of network-related trouble within a 90-day period.

### ***OUTAGES***

Outages greater than 30 minutes in duration and affecting more than 500 customers will be reported to the commission by phone, facsimile, or in-person within 60 minutes of the occurrence, or for outages not occurring during business hours at the start of the next business day. A subsequent written report will state the location, duration, number of customers affected, cause and corrective action taken. Both the initial and subsequent reports will state whether 911 circuits are affected.

### ***REPORTING***

The company will measure its performance according to these standards monthly. Measurements, summaries thereof, and all backup information for any of the items included herein will be provided upon request of the commission or its representatives. Records of these measurements, summaries, and backup information will be retained by the company for at least two years. Reporting on access to repair service and business offices may be provided on a company-wide basis. All other reports must be provided by basis of wire centers. Information will be provided in an electronic format if requested by the commission.